

AUG 18 1975 -2 35 PM

INTERSTATE COMMERCE COMMISSION

SUPPLEMENT dated as of February 1, 1975,
among INTER NATIONAL BANK OF MIAMI, as Trustee
(hereinafter called the Trustee), FIRST SECUR-
ITY BANK OF UTAH, N. A. (hereinafter called
the Company), and CANADIAN NATIONAL RAILWAY
COMPANY (hereinafter called the Lessee).

WHEREAS the Trustee and the Company have entered
into an Equipment Trust Agreement No. 1 dated as of January
1, 1974, as amended by an Amendment dated as of March 15,
1974 (said Equipment Trust Agreement, as amended, being here-
inafter called the Equipment Trust Agreement), covering the
sale, assignment and transfer to the Trustee of title to the
railroad equipment described in Schedule I thereto (herein-
after called the Equipment or the Units);

WHEREAS the Company and the Lessee have entered
into a Lease of Railroad Equipment No. 1 dated as of January
1, 1974, as amended by an Amendment dated as of March 15,
1974 (said Lease, as amended, being hereinafter called the
Lease), leasing the above-mentioned Units;

WHEREAS the Trustee and the Company now desire to
supplement the Equipment Trust Agreement as provided therein
to set forth the Equipment specifically covered thereby by
deleting from Schedule I to the Equipment Trust Agreement

certain Equipment described therein; and

WHEREAS the Company and the Lessee now desire to supplement the Lease as provided therein to set forth the Units specifically covered thereby by deleting from Schedule I to the Lease certain Units described therein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto hereby agree as follows:

1. Schedule I of the Equipment Trust Agreement is hereby amended to include only the Equipment described in Schedule I hereto.

2. Schedule I of the Lease is amended to include only the Units described in Schedule II hereto.

3. The Company will promptly cause this Supplement to be filed, recorded and deposited in like manner as the Equipment Trust Agreement and the Lease.

4. Except as amended hereby, the Equipment Trust Agreement and the Lease shall remain unaltered and in full force and effect.

5. This Supplement may be executed in counterparts, and it shall not be necessary for each party to execute the same counterpart so long as each party shall execute one counterpart which shall be delivered to the other parties hereto, provided, however, that the counterpart delivered to

the Trustee shall be deemed to be the original counterpart.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective officers thereunto duly authorized and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

INTER NATIONAL BANK OF MIAMI,
as Trustee, A

by

Authorized Officer
Vice President and Trust Officer

[Corporate Seal]

Attest: .

Authorized Officer
Vice President

FIRST SECURITY BANK OF UTAH, N A.,

by

Authorized Officer

[Corporate Seal]

Attest:

Authorized Officer

CANADIAN NATIONAL RAILWAY
COMPANY,

by

Vice President

[Corporate Seal]

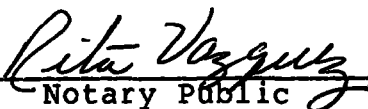
Attest:

Secretary

STATE OF FLORIDA,)
) ss.:
COUNTY OF DADE ,)

On this 7th day of July 1975, before me personally appeared Gladys R. Navarro to me personally known, who, being by me duly sworn, says that ^{she}~~he~~ is an Authorized Officer of INTER NATIONAL BANK OF MIAMI, that one of the seals affixed to the foregoing instrument is the corporate seal of said national bank, that said instrument was signed and sealed on behalf of said national bank by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said national bank.

My Commission expires
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAR 13, 1979
BONDED THRU GENERAL INSURANCE UNDERWRITERS



Notary Public

[NOTARIAL SEAL]

STATE OF UTAH ,)
) ss.:
COUNTY OF SALT LAKE,)

On this day of 1975, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of FIRST SECURITY BANK OF UTAH, N. A., that one of the seals affixed to the foregoing instrument is the corporate seal of the said national banking association, that said instrument was signed and sealed on behalf of said national banking association by authority of its By-laws, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said national banking association.

My Commission expires

Notary Public

[NOTARIAL SEAL]

SCHEDULE I--Equipment Trust Agreement No. 1

<u>Quantity</u>	<u>Type</u>	<u>Identifying Numbers (both) inclusive)</u>
140	70-ton Steel Sheathed woodchip cars	CN 880725-880864
11	G.P. 40-2, 3000 H. P. 4-axle, 4-motor Diesel Electric Locomotives	CN 9400-9410
8	M-420, 2000 H. P. 4- axle, 4-motor Diesel Electric Locomotives	CN 2530-2537

SCHEDULE II--Lease No. 1


<u>Quantity</u>	<u>Type</u>	<u>Identifying Numbers (both inclusive)</u>
140	70-ton Steel Sheathed woodchip cars	CN 880725-880864
11	G.P. 40-2, 3000 H. P. 4-axle, 4-motor Diesel Electric Locomotives	CN 9400-9410
8	M-420, 2000 H. P. 4- axle, 4-motor Diesel Electric Locomotives	CN 2530-2537

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(hereinafter called the Trustee), FIRST SECUR-
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the Company), and CANADIAN NATIONAL RAILWAY
COMPANY (hereinafter called the Lessee).

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1974 (said Equipment Trust Agreement, as amended, being here-
inafter called the Equipment Trust Agreement), covering the
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railroad equipment described in Schedule I thereto (herein-
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into a Lease of Railroad Equipment No. 1 dated as of January
1, 1974, as amended by an Amendment dated as of March 15,
1974 (said Lease, as amended, being hereinafter called the
Lease), leasing the above-mentioned Units;

WHEREAS the Trustee and the Company now desire to
supplement the Equipment Trust Agreement as provided therein
to set forth the Equipment specifically covered thereby by
deleting from Schedule I to the Equipment Trust Agreement



certain Equipment described therein; and

WHEREAS the Company and the Lessee now desire to supplement the Lease as provided therein to set forth the Units specifically covered thereby by deleting from Schedule I to the Lease certain Units described therein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto hereby agree as follows:

1. Schedule I of the Equipment Trust Agreement is hereby amended to include only the Equipment described in Schedule I hereto.
2. Schedule I of the Lease is amended to include only the Units described in Schedule II hereto.
3. The Company will promptly cause this Supplement to be filed, recorded and deposited in like manner as the Equipment Trust Agreement and the Lease.
4. Except as amended hereby, the Equipment Trust Agreement and the Lease shall remain unaltered and in full force and effect.
5. This Supplement may be executed in counterparts, and it shall not be necessary for each party to execute the same counterpart so long as each party shall execute one counterpart which shall be delivered to the other parties hereto, provided, however, that the counterpart delivered to



the Trustee shall be deemed to be the original counterpart.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective officers thereunto duly authorized and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

INTER NATIONAL BANK OF MIAMI,
as Trustee,

by

[Corporate Seal]

Authorized Officer

Attest:

Authorized Officer

[Corporate Seal]

Attest:



Authorized Officer

FIRST SECURITY BANK OF UTAH, N A.,

by



Authorized Officer

CANADIAN NATIONAL RAILWAY
COMPANY,


by



Vice President

[Corporate Seal]

Attest:



ASSISTANT Secretary



STATE OF FLORIDA,)
) ss.:
COUNTY OF DADE ,)

On this day of 1975, before me personally appeared to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of INTER NATIONAL BANK OF MIAMI, that one of the seals affixed to the foregoing instrument is the corporate seal of said national bank, that said instrument was signed and sealed on behalf of said national bank by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said national bank.

My Commission expires

Notary Public

[NOTARIAL SEAL]

STATE OF UTAH ,)
) ss.:
COUNTY OF SALT LAKE,)

On this day of 1975, before me per-
sonally appeared , to
me personally known, who, being by me duly sworn, says that
he is an Authorized Officer of FIRST SECURITY BANK OF UTAH,
N. A., that one of the seals affixed to the foregoing instru-
ment is the corporate seal of the said national banking asso-
ciation, that said instrument was signed and sealed on behalf
of said national banking association by authority of its
By-laws, and he acknowledged that the execution of the fore-
going instrument was the free act and deed of said national
banking association.

My Commission expires
(in seal)

Villy Rawlings

Notary Public

[NOTARIAL SEAL]

PROVINCE OF QUEBEC, }
CITY OF MONTREAL, } SS.:

On this 4th day of July 1975, before me personally appeared E. J. Denyar to me personally known, who, being by me duly sworn, says that he is a Vice-President of CANADIAN NATIONAL RAILWAY COMPANY, that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Commissioner for Oaths

R. G. Jenkins,
Commissioner for Oaths
Commissaire à l'Assermentation
District - Montréal
Expires June 15/77

SCHEDULE I--Equipment Trust Agreement No. 1

<u>Quantity</u>	<u>Type</u>	<u>Identifying Numbers (both inclusive)</u>
140	70-ton Steel Sheathed woodchip cars	CN 880725-880864
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8	M-420, 2000 H. P. 4- axle, 4-motor Diesel Electric Locomotives	CN 2530-2537



SCHEDULE II--Lease No. 1

<u>Quantity</u>	<u>Type</u>	<u>Identifying Numbers (both) inclusive)</u>
140	70-ton Steel Sheathed woodchip cars	CN 880725-880864
11	G.P. 40-2, 3000 H. P. 4-axle, 4-motor Diesel Electric Locomotives	CN 9400-9410
8	M-420, 2000 H. P. 4- axle, 4-motor Diesel Electric Locomotives	CN 2530-2537

